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Effective Date
July 3, 1963

3 EMPLOYEE-MANAGEMENT COOPERATION AGREEMENT

Between the Agricultural Marketing Service, the Tobacco Division
and the Federal Tobacco Inspectors Mutual Association.

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Administrator S. R. Smith signs the first AMS "Agreement to Negotiate" under Executive Order 10988. The agreement, between AMS and the Federal Tobacco Inspectors' Mutual Association, was also signed by those looking on here, left to right, Steve Wrather, Director of the AMS Tobacco Division; Cecil U. Faulkner, FTIMA Secretary; Howard A. Dickinson, member of the FTIMA executive committee; Carl B. Barnes, Director of the USDA Office of Personnel; and Carl T. Foushee, president of FTIMA. Under the agreement, signed July 3, the Federal Tobacco Inspectors' Mutual Association has exclusive rights to negotiate with the Department on behalf of tobacco inspectors on all items subject to negotiation.

Employee-Management Cooperation Agreement

Between the Agricultural Marketing Service (AMS), the Tobacco Division, and the Federal Tobacco Inspectors Mutual Association (FTIMA).

Section I General Provisions

1. PURPOSE

The purpose of this agreement is to (1) identify the parties to the agreement and define their respective roles and responsibilities under the agreement, (2) state the policies, procedures, and methods that will govern working relationships between the parties, and (3) indicate the subject matter of proper mutual concern.

The object of the parties in their cooperative endeavors under the agreement is to provide means for and to facilitate:

- A. Employee participation in the formulation of policies and procedures governing the terms of their employment and the conditions under which they work;
- B. The fair and prompt settlement of grievances, disputes, and impasses;
- C. Systematic employee-management cooperation in the attainment of Tobacco Division program objectives.

2. AUTHORITY

This agreement is entered into under the authority granted in Executive Order No. 10988 and as directed by the letter of recognition dated November 2, 1962, from the Administrator of the Agricultural Marketing Service to the President of the Federal Tobacco Inspectors Mutual Association.

3. PARTIES TO THE AGREEMENT

The parties to this agreement are the Agricultural Marketing Service and the Tobacco Division, (represented by the Administrator and the Tobacco Division Director) on the one hand, and the Federal Tobacco Inspectors Mutual Association (represented by its President and duly appointed negotiating committee) on the other.

4. COVERAGE

This agreement is applicable to all field employees of the Tobacco Division except Naval Stores employees and Area and District Supervisors and their Assistants. Under this agreement the Federal Tobacco Inspectors Mutual Association has exclusive rights to represent all employees of the unit described above in consultations and negotiations with Management. As a condition of this exclusive right, the Federal Tobacco Inspectors Mutual Association accepts responsibility for and agrees to represent in good faith the interests of all employees in the unit without discrimination and without regard to membership in the Federal Tobacco Inspectors Mutual Association.

It shall be the normal practice under this agreement to initially consider and, if possible, settle each matter of business between management and the Association at the point nearest to its origin and at the lowest level of management where there is authority for decision. Matters will ordinarily not be considered at higher levels until every effort has been made to reach agreement at the lowest level where there is authority to resolve the issue. The referral of grievances, disputes, and other matters to higher levels will be done in accordance with Departmental Regulations and procedures set forth in this agreement. The recognized levels of management within the Department for purposes of this agreement are as follows:

- (A) Area Supervisors and Assistants
- (B) District Supervisors and Assistants
- (C) Director of Tobacco Division
- (D) Administrator of Agricultural Marketing Service
- (E) Director of Personnel of the United States Department of Agriculture

5. LEGAL AND REGULATORY REQUIREMENTS

In the event that any law, executive order, regulation or policy binding on AMS is hereafter enacted or issued and is inconsistent with any of the provisions of this agreement, such enactment or issuance shall prevail. The AMS and the Federal Tobacco Inspectors Mutual Association shall issue a joint statement interpreting the effect of such change.

6. MANAGEMENT RIGHTS

AMS management officials retain the right in accordance with applicable laws and regulations to:

- A. Direct and supervise employees;
- B. Hire, promote, transfer, remove, assign, suspend, demote, discharge or take disciplinary action against employees;
- C. Relieve employees from duties because of lack of work or for other legitimate reason;
- D. Maintain and improve the efficiency of the AMS operations;
- E. Determine the methods, means and personnel by which operations are to be conducted;
- F. Take whatever actions may be necessary to carry out the mission of the agency in situations of emergency.

7. EMPLOYEE MEMBERSHIP RIGHTS

Employees have the right to organize or join or refrain from joining any employee organization. In the exercise of this right, employees shall be free from any and all interference, coercion, restraint or discrimination.

8. MAINTAINING CONTINUOUS OPERATIONS

Employees covered by this agreement do not have the right individually or collectively to strike, cease work or otherwise interfere by concerted action in any way at any time with the expeditious accomplishment of assigned work.

Section II Consultations and Negotiations

9. JOINT RESPONSIBILITIES

The parties to this agreement pledge themselves to conduct all consultations and negotiations objectively and in good faith for the purpose of fair and equitable solutions. They will make every effort to reach agreement on all matters within a reasonable period of time.

10. NEGOTIATIONS AND CONSULTATIONS

The parties shall consult and negotiate from time to time in the formulation and implementation of personnel policies and procedures affecting employees of the unit. In general, these include matters affecting working conditions that are within the administrative jurisdiction of the Agricultural Marketing Service. As a rule, AMS will not seek the views of the Association on individual applications of personnel policy and procedure. The Association may consult and negotiate with AMS management, starting with the Area Supervisor, or at an appropriate level, if it believes a policy is not being uniformly and impartially applied and implemented. Individual actions taken by the various levels of management within their delegation of authority and in accordance with procedure shall not be reviewed by or negotiated upon at a higher level.

It is agreed that when time reasonably permits, AMS and the Tobacco Division will follow the practice of consulting with the Federal Tobacco Inspectors Mutual Association before deciding upon changes in personnel policies or procedures directly affecting the employees of the unit. Such matters as per diem and mileage allowances, physical working conditions, promotion plans, training procedures, protection of inspectors, rotation and transfer and off-season employment help will be subject to such consultation. The above list is not exhaustive and is not intended to preclude either management or the Association from initiating consultations on other matters coming within the general scope of the agreement as set forth in Section I, paragraph 1.

Parties to the agreement will provide for at least one general official meeting a year for consultations and special ones as needed.

11. FEDERAL TOBACCO INSPECTORS MUTUAL ASSOCIATION REVIEW OF
INDIVIDUAL ACTIONS

An Association official may sit in as an observer on employee hearings which are held as a result of removal or disciplinary action. This right is extended so as to facilitate arriving at recommendations for changes in policy or method. An employee may choose to have an Association official represent him in such hearings or interviews.

12. NEGOTIATION AND CONSULTATION PROCEDURE

Negotiations relating to a matter within the administrative authority of an Area Supervisor must be initiated at this level. Where agreement cannot be reached, either the Association or the Area Supervisor may terminate negotiations by notifying the other in writing. The Association may obtain further consideration of the matter by notifying the District Supervisor. As a general rule, negotiations and consultations at this level shall be by letter. If agreement on issues cannot be reached between the Association and the District Supervisor, the Association may present its case to the Tobacco Division Director and so on to the Administrator of AMS and to the Director of Personnel of USDA if still dissatisfied.

13. WORK IMPROVEMENT COMMITTEE

It is agreed that a Work Improvement Committee shall be established. This Committee shall be composed of three members selected by the Association and three representatives of management. The Committee shall consider suggestions for improvement of the tobacco inspection work. These suggestions can be made under the terms of the Incentive Awards Program or outside such program. The Committee shall not be involved in grievances, either by individuals or groups. A supplemental procedure for operations of the Committee will be agreed upon.

Section III Miscellaneous Provisions

14. OFFICIAL TIME

Meetings between the Association and management shall be on official time when requested by management. Other meetings approved by management shall be on official time or the employees' time as determined by the appropriate management official. The internal business of employee

organizations such as the solicitation of membership, collection of dues, election of officers and other meetings shall be conducted during non-duty hours by the employees involved.

15. EFFECTIVE DATE AND AMENDMENT

This agreement is effective upon written approval by the appropriate officials of the Federal Tobacco Inspectors Mutual Association and the Administrator and Tobacco Division Director, concurred in by the Director of Personnel of USDA. The provisions of this agreement may be opened for amendment at any time by management or the Federal Tobacco Inspectors Mutual Association. Such modification shall become effective only after written approval as required for the original agreement.

16. PROVISIONS FOR TERMINATION

AMS or the Federal Tobacco Inspectors Mutual Association, after giving the other party 60 days written notice may terminate this agreement. Recognition may be terminated on any anniversary date of recognition following a finding that the Federal Tobacco Inspectors Mutual Association has less than 51 per cent membership in the unit involved.

17. A copy of this agreement will be given to each employee serving in the unit.

For the Association:

For the Agency:

Carl T. Foushee

Carl T. Foushee
President
Federal Tobacco Inspectors Mutual
Association

Stephen E. Wrather

Stephen E. Wrather
Director
Tobacco Division
Agricultural Marketing Service

Cecil U. Faulkner

Cecil U. Faulkner
Secretary-Treasurer
Federal Tobacco Inspectors Mutual
Association

S. R. Smith

S. R. Smith
Administrator
Agricultural Marketing Service

Howard A. Dickinson

Howard A. Dickinson
Executive Committee Member
Federal Tobacco Inspectors Mutual
Association

CONCURRED IN:

Carl B. Barnes

Carl B. Barnes
Director of Personnel
U. S. Department of Agriculture

July 3, 1963

